

1 BILL NO. S-85-09 23

2 SPECIAL ORDINANCE NO. S- 184-85

3 AN ORDINANCE approving Contract 85-XP-7
4 by the City of Fort Wayne by and through
5 its Board of Public Works and Safety and
6 All Star Construction and Excavating, Inc.
7 for the installation of Water Main Extension
8 to North American Van Lines.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The contract by and between the City
12 of Fort Wayne by and through its Board of Public Works
13 and Safety and All Star Construction and Excavating, Inc.,
14 is hereby ratified, and affirmed and approved in all respects.
15 The work under said Contract requires:

16 installation of 8,400 ± L.F. of 16" ductile
17 iron water main at the following location:

18 On Washington Center Road from Huguenard
19 Road West to Kroemer Road, thence south
20 on Kroemer Road to a point 750± feet
21 south of U.S. Highway No. 30;

22 the Contract price is Two Hundred Seventy-Two Thousand
23 Seven Hundred Seventy-Five and 98/100 Dollars (\$272,775.98).

24 SECTION 2. Prior Approval was received from Council
25 with respect to this Contract on September 10, 1985.

26 SECTION 3. That this Ordinance shall be in full
27 force and effect from and after its passage and any and
28 all necessary approval by the Mayor.

29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
34 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S

DATE: 9-24-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-8-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-184-85
on the 8th day of October, 1985,

ATTEST: (SEAL) Mark E. GiaQuinta
Sandra E. Kennedy PRESIDING OFFICER
SANDRA E. KENNEDY, CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of October, 1985, at the hour of 1:30 o'clock PM .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of October, 1985, at the hour of 9:00 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Invitation For Bids/Award Of Contract*
(NON-FEDERALLY ASSISTED Construction)

Page 1 of 1

PROJECT: WATER MAIN EXTENSION NORTH CONTRACT #: 85-XP-7
AMERICAN VAN LINES
CONTENTS

Check if Contained	Pages	
<input checked="" type="checkbox"/>	1	COVER SHEET
<input checked="" type="checkbox"/>	11 - 19	INSTRUCTION TO BIDDERS
<input checked="" type="checkbox"/>	S1	SCHEDULE
<input checked="" type="checkbox"/>	S2-3	SCHEDULE OF ITEMS
<input checked="" type="checkbox"/>	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
<input checked="" type="checkbox"/>		PLANS AND SPECIFICATIONS
		DRAWINGS
<input checked="" type="checkbox"/>	S4	NOTES 1 AND 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	NON-COLLUSION AFFIDAVIT
<input checked="" type="checkbox"/>	BIDDER'S BOND
<input checked="" type="checkbox"/>	PERFORMANCE BOND
	STATE BOARD OF ACCOUNTS FORM 96A
<input checked="" type="checkbox"/>	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
<input checked="" type="checkbox"/>	PREVAILING WAGE SCALE - STATE OF INDIANA
<input checked="" type="checkbox"/>	PAYMENT BOND
<input checked="" type="checkbox"/>	WARRANTY BOND

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	<u> </u> %	<u> </u> %	<u> </u> %	<u> </u> %
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

* * * * *

BID SUBMITTED

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46807

Edward W. #555
President

Date: August 28, 1985

Bidder agrees to keep bid open for acceptance for (90 days unless otherwise specified)

COMPLIANCE: C. Bailey

O.C. 2/85

B.O.W. NON-FED.

*NOTE: AWARD WILL BE MADE ON THIS FORM.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

David J. Lusk

Betty R. Ginter

James D. Conner

CITY OF FORT WAYNE

MAYOR

AWARD DATE: 9/4/85

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ % participation (employees) _____ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____ %. (cross out inapplicable provision)

- C. The undersigned commits 5 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Ardmore Asphalt Coors.	FT. Wayne	asphalt
2. Gaines Construction	FT. Wayne	concrete
3.		

- D. The undersigned commits 13 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. State Wide Trucking	FT. Wayne	Trucking
2. Aggregate Leasing	FT. Wayne	Aggregate
3. C.E. L. Company	FT. Wayne	Supplier
4. J.T. Tunneling	Indianapolis	Boring

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: The materials are 25% of the price of this job. The work will be done with our people, with limited subcontractors being used.

2. We have taken the following steps in an attempt to comply with these participation goals: We have looked for MBE in the areas where we will be subcontracting, mainly in the Boring Field with out sources (attach additional sheets as necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

Contractor 5722 Langford Lane
Fort Wayne, Indiana 46804

By Edward T. Fox

Its _____

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

Contractor _____

By _____

Its _____

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

the contract for said work, and if _____

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, All Star Construction & Excavating, Inc. as principal
and _____

and The Continental Insurance Company as sureties,
are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum
of Ten Per Cent (10%) of Maximum Bid DOLLARS (\$),

to be paid to the said City of Fort Wayne, Indiana, or its successors or
assigns, for the payment of which, well and truly made, we hereby bind our-
selves, our heirs, successors, executors and administrators, jointly and
severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 28th
day of August, 19 85.

The condition of this obligation is such that if the accompanying bid or
proposal of Water Main Extension to North American Van Lines

Contract # 85XP7 - Consists of 8,400⁺ L.F. of 16" ductile iron in R/W of
Washington Center Road and Kroemer Road

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the
contract awarded to the above bidder, and the bidder shall, within ten (10) days
after such award is made, enter into a contract with the City of Fort Wayne,
State of Indiana, for the work bid upon, and give bond as required; then this
obligation shall be null and void; otherwise, it shall remain in full force and
effect.

SIGNED at Fort Wayne, Indiana
28th day of August, 19 85.

ALL STAR CONSTRUCTION & EXCAVATING, INC.

Edward F. Ross President
Principal

CONTINENTAL INSURANCE COMPANY

Donald D. Lefebvre Attorney-in-fact
Surety

*If signed by an agent appropriate power
of attorney shall be attached

Contract No. 85XP7

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

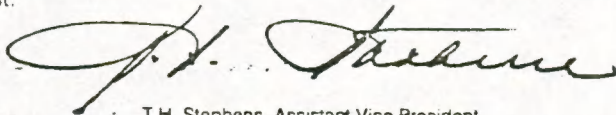
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June 1984.

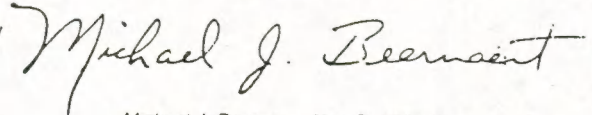
Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By



Michael J. Beernaert, Vice-President

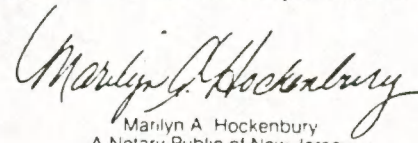
STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX } ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

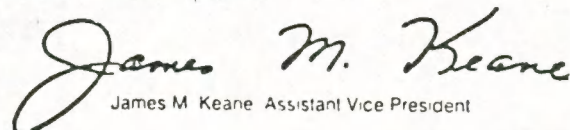


Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 28th day of August, 1985





James M. Keane Assistant Vice President

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F. Foss, the President
Name
Position, of ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804
Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 24 day of October, 19 84, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED:

August 28, 1985

Edward F. Foss
Signature

President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 28th day of August, 19 85.

Joan m. Gutermuth
NOTARY PUBLIC Joan m. Gutermuth
A Resident of Allen County, IN

My Commission Expires:

1/25/89



NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Edward F. Korn

Subscribed and sworn to before me by

Edward F. Korn

this 28 day of August, 1985.

My Commission Expires:

1/25/89

Joan M. Gutermuth

Joan M. Gutermuth

NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19_____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19_____.

My Commission expires:

NOTARY PUBLIC

Resident of _____ County, IN

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER MAIN EXTENSION TO NORTH AMERICAN VAN LINES - CONTRACT NO. 85-XP-7

CONTRACT NO.

All work will be performed in accordance with: ~~Resolution~~ #85-XP-7 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$272,725.98. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 150 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
SCHEDULE OF UNIT PRICES

WATER MAIN EXTENSION TO NORTH AMERICAN VAN LINES - CONTRACT NO. 85-XP-7

ITEM	QUANTITY	DESCRIPTION	U. P.	EXTENSION
1.	8,425± L.F.	CL #50 16" DUCTILE IRON PIPE	21.44	180,632.00
2.	336± L.F.	30" STEEL CASING PIPE (BORED)	134.05	45,040.80
3.	5 EA.	16" BUTTERFLY VALVES W/BOXES	1403.78	7,018.90
4.	1 EA.	12" GATE VALVE W/BOX	803.00	803.00
5.	4 EA.	6" GATE VALVE W/BOX	336.27	1,345.08
6.	1 EA.	16" x 16" TEE	1067.36	1,067.36
7.	1 EA.	16" x 12" TEE	540.00	540.00
8.	4 EA.	16" x 6" TEES	420.92	1,683.68
9.	4 EA.	16" x 45° ELLS	490.97	1,963.88
10.	2 EA.	16" x 22½° ELLS	444.34	888.68
11.	17 EA.	TYPE III FIRE HYDRANT ASSEMBLIES	1438.55	24,455.35
12.	1 EA.	16" M. J. SOLID PLUG	25.00	25.00
13.	1 EA.	12" M. J. SOLID PLUG	65.00	65.00
14.	4 EA.	6" M. J. SOLID PLUGS	10.00	40.00
15.	2,600± L.F.	GRASS AREA RESTORATION	.45	1,170.00
16.	100± L.F.	ASPHALT OVER CONCRETE RESTORATION	19.80	1,980.00
17.	75± L.F.	CONCRETE DRIVE RESTORATION	17.83	1,337.25
18.	50± L.F.	ASPHALT RESTORATION	25.25	1,262.50
19.	250± L.F.	STONE AREA RESTORATION	5.83	1,457.50
TOTAL				272,775.90

20. ADD ON \$ 7.35 PER LINEAL
FOOT WHERE TYPE B BACKFILL IS
REQUIRED IN ADDITION TO THAT WHICH IS
SHOWN ON PLANS.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19_____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 28 day of August, 19 85.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

NAME OF CORPORATION

BY: Edward F. Foss
PRESIDENT

ATTEST:

Edward F. Foss

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

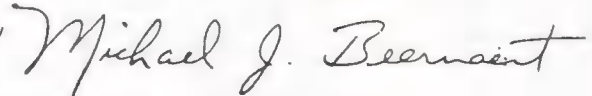
In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:


T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By


Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY

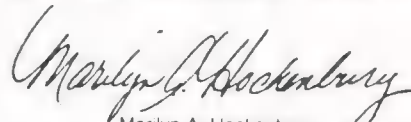
COUNTY OF MIDDLESEX

ss.:


On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




CERTIFICATE


Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 16th day of Sept. 19 85.




James M. Keane, Assistant Vice President

LABOR AND MATERIAL PAYMENT BOND
 Approved by The American Institute of Architects
 A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract
KNOW ALL MEN BY THESE PRESENTS:

That All Star Construction and Excavating, Inc. 5722 Langford Lane, Fort Wayne, IN 46804
 (Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and The Continental Insurance Company, New York, N.Y. as Surety,
 (Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works
 (Here insert full name and address or legal title of Owner)

and Safety, 1 Main Street, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Two Hundred Seventy Two Thousand, Seven Hundred Seventy five & Dollars (\$272,775.98-----),
 (Here insert a sum equal to at least one-half of the contract price) 98/00

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 16, 1985
 entered into a contract with Owner for Contract 85 XP7, Water Main Extention to North American
Van Lines

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of September A.D. 19 85

ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Principal)

BY

(Title)

THE CONTINENTAL INSURANCE COMPANY

(Surety)

BY

(Title)

(Witness)

(Witness)

(Seal)

(Seal)



Bond No.

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That All Star Construction and Excavating, Inc., 5722 Langford Lane, Fort Wayne, IN 46804
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and The Continental Insurance Company, New York, N.Y. as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works and
(Here insert full name and address or legal title of Owner)
Safety, 1 Main Street, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of Two Hundred Seventy Two Thousand, Seven Hundred
Seventy five and 98/100 Dollars (\$ 272,775.98),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 16, 1985
entered into a contract with Owner for Contract 85 XP7, Water Main Extension to North American
Van Lines

in accordance with drawings and specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 16th day of September A.D. 19 85

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

(Principal)

BY: Edward F. For (Title)

THE CONTINENTAL INSURANCE COMPANY (Seal)

(Surety)

BY: Robert R. Kellerman (Title)

TITLE OF ORDINANCE ' Contract 85-XP-7 for Water Main Extension to North American Van LinDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE Contract 85-XP-7, Water Main Extension to North American VanLines is for the installation of 8,400 \pm L.F. of 16" ductile iron water mainat the following location: On Washington Center Road from Huguenard Road Westto Kroemer Road, thence south on Kroemer Road to a point 750 \pm feet south of U.S.Highway No. 30. All Star Construction is the Contractor.PRIOR APPROVAL RECEIVED ON 9/10/85EFFECT OF PASSAGE Water Main to serve North American Van Lines

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$272,775.98

ASSIGNED TO COMMITTEE _____

BILL NO. S-85-09-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) AN ORDINANCE APPROVING CONTRACT

85-XP-7 BY THE CITY OF FORT WAYNE BY AND THROUGH ITS BOARD OF PUBLIC

WORKS AND SAFETY AND ALL STAR CONSTRUCTION AND EXCAVATING, INC. FOR

THE INSTALLATION OF WATER MAIN EXTENSION TO NORTH AMERICAN VAN LINES.



HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(RESOLUTION) _____

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 10-8-85

SANDRA E. KENNEDY
CITY CLERK